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14 **THE UNITED STATES DISTRICT COURT**
15 **DISTRICT OF NEVADA**

16 GERALDINE ROBINSON,
17 Individually and On Behalf of All
18 Others Similarly Situated,

19 Plaintiff,

20 v.

21 LoJack Corporation,
22

23 Defendant.

Case No. 2:13-cv-01604-JAD-VCF

**JOINT PROPOSED STIPULATED
PROTECTIVE ORDER**

Judge: Hon. Jennifer A. Dorsey
Magistrate: Hon. Cam Ferenbach

24 Defendant, LOJACK CORPORATION (“LoJack”), and Plaintiff GERALDINE
25 ROBINSON (“Ms. Robinson”), by and through their undersigned attorneys, upon stipulation of
26 the parties for an order pursuant to FED. R. CIV. P. 26(c), hereby stipulate to entry of the following
27 proposed Protective Order:
28

1 1. PURPOSES AND LIMITATIONS

2 Disclosures and discovery activity in this action may involve the production of
3 confidential, proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.
5 The parties to this action acknowledge there is a presumption of public access to judicial files and
6 records and that good cause must be shown to overcome this presumption. *See Kamakana v. City*
7 *and County of Honolulu*, 447 F.3d 1172, 1179 (9th Cir. 2006). The parties believe good cause
8 exists in order to protect the parties' confidential business information and to protect consumers'
9 privacy interests and submit this Joint Proposed Stipulated Protective Order solely for the purpose
10 of facilitating the exchange of documents and information between the parties in this action
11 without involving the Court unnecessarily in the process. Nothing in this Order nor the production
12 of any information or documents under the terms of this Order nor any proceedings pursuant to
13 this Order shall be deemed to have the effect of an admission or waiver by any party or of altering
14 the confidentiality or non-confidentiality of any such document or information or altering any
15 existing obligation of any party or absence thereof. Accordingly, the parties hereby stipulate to
16 and petition the Court to enter the following Stipulated Protective Order (the "Order"). The
17 Parties acknowledge that this Order does not confer blanket protections on all disclosures or
18 responses to discovery and that the protection it affords from public disclosure and use extends
19 only to the limited information or items that are entitled to confidential treatment under the
20 applicable legal principles.
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24 2. DEFINITIONS

25 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
26 information or items under this Order.
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1 2.2 “CONFIDENTIAL” Information or Items: information that qualifies for protection
2 under Federal Rule of Civil Procedure 26(c) including trade secrets, know-how, proprietary data,
3 marketing information, contracts, financial information, security information, surveillance
4 information and/or similar commercially sensitive business information or data which the
5 designating party in good faith believes in fact is confidential or that unprotected disclosures
6 might result in economic or competitive injury, and which is not publicly known and cannot be
7 ascertained from an inspection of publicly available documents, materials or devices. This
8 includes compilations of publicly available discovery materials, which would not be known
9 publicly in a compiled form. “CONFIDENTIAL” Information or Items also includes highly
10 personal or sensitive facts and personal identity information to the extent such facts and
11 information are not a matter of public record or in the public domain.
12

13 2.3 Counsel: Outside Counsel of Record and In-House Counsel.
14

15 2.4 Designating Party: a Party or Non-Party that designates information or items that it
16 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

17 2.5 Disclosure or Discovery Material: all information or items, regardless of the
18 medium or manner in which they are generated, stored, or maintained (including, among other
19 things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or
20 responses to discovery in this matter.

21 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
22 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
23 consultant in this action.

24 2.7 In-House Counsel: attorneys who are employees of a Party to this action. In-House
25 Counsel does not include Outside Counsel of Record or any other outside counsel.

26 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal
27 entity not named as a Party to this action.
28

1 2.9 Outside Counsel of Record: attorneys who are not employees of a Party to this
2 action but are retained to represent or advise a Party to this action and have appeared in this action
3 on behalf of that Party or are affiliated with a law firm which has appeared on behalf of that party.

4 2.10 Party: any Party to this action, including all of its officers and directors.

5 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
6 Material in this action.

7 2.12 Professional Vendors: persons or entities that provide litigation support services
8 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
9 organizing, storing, or retrieving data in any form or medium) and their employees and
10 subcontractors.

11 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
12 “CONFIDENTIAL.”

13 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a
14 Producing Party.

15 3. SCOPE

16 The protections conferred by this Order cover not only Protected Material (as defined
17 above), but also: (1) any information copied or extracted from Protected Material; (2) all copies,
18 excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations,
19 or presentations by Parties or their Counsel that might reveal Protected Material. However, the
20 protections conferred by this Stipulation and Order do not cover the following information: (a) any
21 information that is in the public domain at the time of disclosure to a Receiving Party or becomes
22 part of the public domain after its disclosure to a Receiving Party as a result of publication not
23 involving a violation of this Order, including becoming part of the public record through trial or
24 otherwise; and (b) any information known to the Receiving Party prior to the disclosure or
25 obtained by the Receiving Party after the disclosure from a source who obtained the information
26 lawfully and under no obligation of confidentiality to the Designating Party. Any use of Protected
27 Material at trial shall be governed by a separate agreement or order.

28 4. DURATION

1 Even after final disposition of this litigation, the confidentiality obligations imposed by this
2 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
3 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims
4 and defenses in this action, with or without prejudice; and (2) final judgment herein after the
5 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
6 including the time limits for filing any motions or applications for extension of time pursuant to
7 applicable law.

8 5. DESIGNATING PROTECTED MATERIAL

9 5.1 Manner and Timing of Designations. Except as otherwise provided in this Order, or
10 as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
11 under this Order must be clearly so designated before the material is disclosed or produced.
12 Designation in conformity with this Order requires:

13 (a) for information in documentary form (e.g., paper or electronic documents,
14 but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
15 Party affix the legend "CONFIDENTIAL" to each page that contains protected material.

16 A Party or Non-Party that makes original documents or materials available
17 for inspection need not designate them for protection until after the inspecting Party has indicated
18 which material it would like copied and produced. During the inspection and before the
19 designation, all of the material made available for inspection may be deemed "CONFIDENTIAL"
20 at the discretion of the Producing Party. After the inspecting Party has identified the documents it
21 wants copied and produced, the Producing Party must determine which documents qualify for
22 protection under this Order. Then, before producing the specified documents, the Producing Party
23 must affix the "CONFIDENTIAL" legend to each page that contains Protected Material.

24 (b) for testimony given in deposition or in other pretrial or trial proceedings,
25 that the Designating Party identify on the record, before the close of the deposition, hearing, or
26 other proceeding, all protected testimony; or, before the close of the deposition, hearing, or other
27 proceeding, the Designating Party may invoke on the record a right to identify protected testimony
28 within 21 days of receiving a transcript of the deposition, hearing, or other proceeding. During the

1 deposition, hearing, or other proceeding and before the designation, all of testimony shall be
2 deemed "CONFIDENTIAL."

3 (c) for information produced in some form other than documentary and for any
4 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
5 container or containers in which the information or item is stored the legend "CONFIDENTIAL."
6 If only a portion or portions of the information or item warrant protection, the Producing Party, to
7 the extent practicable, shall identify the protected portion(s).

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
9 designate qualified information or items does not, standing alone, waive the Designating Party's
10 right to secure protection under this Order for such material. Upon timely correction of a
11 designation, the Receiving Party must make reasonable efforts to assure that the material is treated
12 in accordance with the provisions of this Order. However, no Party shall be found to have violated
13 this Order for failing to maintain the confidentiality of material during a time when that material
14 has not been designated as CONFIDENTIAL, even when the failure to so designate was
15 inadvertent and where the material is subsequently designated as CONFIDENTIAL.

16 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
18 confidentiality at any time. A Party or Non-Party shall not be obligated to challenge the propriety
19 of a designation of confidentiality at the time made, and failure to do so shall not preclude a
20 subsequent challenge thereto at any time during the course of this litigation.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
22 process by providing written notice of each designation it is challenging and describing the basis
23 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
24 notice must recite that the challenge to confidentiality is being made in accordance with this
25 specific paragraph of the Protective Order. The Parties shall attempt to resolve each challenge in
26 good faith and must begin the process by conferring directly (in voice to voice dialogue; other
27 forms of communication are not sufficient) within 14 days of the date of service of notice. In
28 conferring, the Challenging Party must explain the basis for its belief that the confidentiality

1 designation was not proper and must give the Designating Party an opportunity to review the
2 designated material, to reconsider the circumstances, and, if no change in designation is offered, to
3 explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of
4 the challenge process only if it has engaged in this meet and confer process first or establishes that
5 the Designating Party is unwilling to participate in the meet and confer process in a timely
6 manner.

7 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without Court
8 intervention, the Challenging Party shall file and serve a motion to remove confidentiality within
9 21 days of the Parties' meet and confer, in the event it is unsuccessful. Any motion brought
10 pursuant to this provision must be accompanied by a competent declaration affirming that the
11 movant has complied with the meet and confer requirements imposed by the preceding paragraph.

12 The burden of persuasion in any such challenge proceeding shall be on the Designating
13 Party. Frivolous motions, and those made for an improper purpose (e.g., to harass or impose
14 unnecessary expenses and burdens on other Parties) may expose the moving Party to sanctions
15 when and if such sanctions are merited under controlling law. All Parties shall continue to afford
16 the material in question the level of protection to which it is entitled under the Designating Party's
17 designation until the Court rules on the challenge.

18 7. ACCESS TO AND USE OF PROTECTED MATERIAL

19 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
20 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
21 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
22 the categories of persons and under the conditions described in this Order. When the litigation has
23 been terminated, a Receiving Party must comply with the provisions of section 13 below.

24 Protected Material must be stored and maintained by a Receiving Party at a location and in
25 a secure manner that ensures that access is limited to the persons authorized under this Order. This
26 Order does not affect or limit the Designating Party's right or ability to handle its own Protected
27 Materials in whatever manner it chooses in connection with use in its business or otherwise,
28 subject only to the potential waiver of any Confidentiality designations.

1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
2 by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any
3 information or item designated “CONFIDENTIAL” only to:

4 (a) Outside Counsel of Record to whom it is reasonably necessary to disclose the
5 information for this litigation;

6 (b) the officers, directors, and employees (including In-House Counsel) of the
7 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have
8 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

9 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
10 reasonably necessary for this litigation and who have signed the “Acknowledgment and
11 Agreement to Be Bound” (Exhibit A);

12 (d) the Court and its personnel;

13 (e) Court reporters and their staff, professional jury or trial consultants, mock
14 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and
15 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (f) during their depositions, witnesses in the action to whom disclosure is
17 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
18 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of
19 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be
20 separately bound by the Court reporter and may not be disclosed to anyone except as permitted
21 under this Order;

22 (g) the author or recipient of a document containing the information or a custodian
23 or other person who otherwise possessed or knew the information who have signed the
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (h) An individual named Plaintiff, with disclosure only to the extent reasonably
26 necessary for the named Plaintiff’s participation in the case as determined in good faith by
27 Plaintiff’s counsel, provided the named Plaintiff has signed the “Acknowledgement and
28 Agreement to Be Bound” (Exhibit A); and

1 (i) Other persons only by written consent of the Designating Party or upon order of
2 the Court and on such conditions as may be agreed or ordered.

3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
4 OTHER LITIGATION

5 If a Party is served with a subpoena or a court order issued in other litigation that
6 compels disclosure of any information or items designated in this action as “CONFIDENTIAL,”
7 that Party must:

8 (a) promptly notify in writing the Designating Party. Such notification shall
9 include a copy of the subpoena or court order;

10 (b) promptly notify in writing the party who caused the subpoena or order to
11 issue in the other litigation that some or all of the material covered by the subpoena or order is
12 subject to this Protective Order. Such notification shall include a copy of this Order; and

13 (c) cooperate with respect to all reasonable procedures sought to be pursued by
14 the Designating Party whose Protected Material may be affected.

15 If the Designating Party timely seeks a protective order, the Party served with the
16 subpoena or court order shall not produce any information designated in this action as
17 “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued,
18 unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear
19 the burden and expense of seeking protection in that court of its confidential material – and
20 nothing in these provisions should be construed as authorizing or encouraging a Receiving Party
21 or a Designating Party in this action to disobey a lawful directive from another court.

22 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN
23 THIS LITIGATION

24 The terms of this Order are applicable to information produced by a Non-Party in
25 this action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in
26 connection with this litigation is protected by the remedies and relief provided by this Order.
27 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking
28 additional protections from the Court.

1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this Order, the
4 Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
5 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)
6 inform the person or persons to whom unauthorized disclosures were made of all the terms of this
7 Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to
8 Be Bound” (Exhibit A).

9 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
10 PROTECTED MATERIAL

11 When a Producing Party gives notice to Receiving Parties that certain inadvertently
12 produced material is subject to a claim of privilege or other protection, the obligations of the
13 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
14 provision is not intended to modify whatever procedure may be established in an e-discovery order
15 that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence
16 502(d) and (e), the Parties agree that the inadvertent disclosure of material, information, or
17 communication covered by the attorney-client privilege, work product doctrine, or other valid
18 privilege or immunity is not, by itself, a waiver of any potential protection in this or any other
19 Federal or State proceeding. However, nothing herein restricts the right of the Receiving Party to
20 challenge the Producing Party’s claim of privilege if appropriate within a reasonable time after
21 receiving notice of the inadvertent or mistaken disclosure.

22 12. MISCELLANEOUS

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person or
24 entity to seek its modification by the Court in the future.

25 12.2 No Greater Protection of Specific Documents. No Party or Non-Party may
26 withhold information from discovery on the ground that it requires protection greater than that
27 afforded by this Order unless the Party or Non-Party moves for an order providing such special
28 protection.

1 12.3 Right to Assert Other Objections. By stipulating to the entry of this Protective
2 Order no Party waives any right it otherwise would have to object to disclosing or producing any
3 information or item on any ground not addressed in this Order. Similarly, no Party waives any
4 right to object on any ground to the use in evidence of any of the material covered by this Order.

5 12.4 Filing Protected Material. Without written permission from the Designating Party
6 or a court order secured after appropriate notice to all interested persons, a Party may not file in
7 the public record in this action any Protected Material. A Party that seeks to file under seal any
8 Protected Material must comply with Civil Local Rule 10-5. Protected Material may only be filed
9 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at
10 issue.

11 13. FINAL DISPOSITION

12 Within 60 days after the final disposition of this action, as defined in Section 4 above,
13 upon the written request of the Designating Party, each Receiving Party must return all Protected
14 Material to the Producing Party or destroy such material. As used in this subdivision, “all
15 Protected Material” includes all copies, abstracts, compilations, summaries, and any other format
16 reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel
17 are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
18 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports,
19 attorney work product, and consultant and expert work product, even if such materials contain
20 Protected Material. Any such archival copies that contain or constitute Protected Material remain
21 subject to this Protective Order as set forth in Section 4.

22 IT IS SO STIPULATED.
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1 Dated: May 22, 2014

2
3 By:

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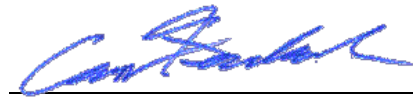
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Attorneys for Plaintiff

SO ORDERED.

Dated: June 3, 2014


UNITED STATES ~~DISTRICT~~ JUDGE
Magistrate

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
[print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order (“Protective Order”) that was issued by the United States District Court for the District of Nevada on _____ [date] in the case of *Robinson v. Lojack Corporation*, Case No. 2:13-cv-01604-JAD-VCF. I agree to comply with and to be bound by all the terms of the Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to the Protective Order to any person or entity except in strict compliance with the provisions of the Order.

I further agree to submit to the jurisdiction of the United States District Court for the District of Nevada for the purpose of enforcing the terms of the Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

CERTIFICATE OF SERVICE

I, Tammy Adkins, certify that on May 23, 2014, the foregoing was filed electronically in the Court's Electronic Filing System ("ECF"); thereby upon completion the ECF system automatically generated a "Notice of Electronic Filing" ("NEF") as service through CM/ECF to registered e-mail addresses of parties of record in the case, in particular on the following:

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